

## **LEASE AGREEMENT**

THE STATE OF TEXAS   )  
COUNTY OF TARRANT   )

This Lease Agreement is made and entered into this 24<sup>TH</sup> day of APRIL, 2009, at Lubbock, Texas, by and between Cathy Schlegel, hereinafter called Lessor, and Jon Michael Badgwell, M.D. and wife, Lynn Badgwell, hereinafter called Lessee.

### **ARTICLE ONE**

#### **Demise, Description, Use and Term**

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, that certain property, in its present condition, hereinafter called the leased premises, situated at: 2719 Greene Avenue, Fort Worth, TX 76109.

This Agreement is subject to any easements and rights-of-way shown on any plat recorded in Tarrant County, Texas, affecting the above-described property.

to be used as a single family residence and uses normally incident thereto and for no other purpose, for the term commencing on May 1, 2009, and month to month thereafter subject to termination by either party upon ninety (90) days written notice.

### **ARTICLE TWO**

#### **Lease Payments**

Lessee agrees to make the following payments, hereinafter called "Lease Payments", under this Lease Agreement, as follows:

Lessee shall pay the sum of \$2,500/month beginning May 1, 2009 thru August 1, 2009. Thereafter, Lessee shall pay Lessor the sum of \$2,750 on the first day of each month under this Lease.

### **ARTICLE THREE**

#### **Insurance and Taxes**

A. Taxes and hazard insurance will be furnished and paid for by Lessor. Lessee will be responsible to pay for any renter's insurance for Lessee's contents.

## ARTICLE FOUR

### Maintenance, Repairs and Upkeep

It is agreed by Lessor and Lessee that Lessee shall be responsible for all maintenance, repairs and upkeep on the leased premises, save and except, Lessee will maintain the yard at Lessee's sole expense.

## ARTICLE FIVE

### Fire and Casualty Damage

If the building or other improvements on the leased premises should be damaged or destroyed by fire, tornado or other casualty, Lessee shall give immediate written notice thereof to Lessor.

The proceeds from any such policy or policies insuring the leased premises and its contents shall be payable to Lessor, who shall use such proceeds to make repairs, as provided below.

If the building on the leased premises should be totally destroyed by fire, tornado or other casualty, or if it should be so damaged that rebuilding or repairs cannot reasonably be completed within thirty (30) working days from the date of written notification by Lessee to Lessor of the occurrence of the damage, then Lessor shall have the option to rebuild or not rebuild; and if not rebuild, this Agreement shall be null and void, and Lease Payments shall be abated for the unexpired portion of this Agreement, effective as of the date of said written notification.

If the building or other improvements on the leased premises should be damaged by fire, tornado or other casualty but not to such an extent that rebuilding or repairs cannot reasonably be completed within thirty (30) working days from the date of written notification by Lessee to Lessor of the occurrence of the damage, this Agreement shall not terminate, but Lessor shall at its option proceed forthwith to rebuild or not rebuild and repair such building and other improvements to substantially the condition in which they existed prior to such damage. If the building and other improvements are to be rebuilt or repaired and are untenable in whole or in part following such damage, the Lease Payments payable hereunder during the period in which they are untenable shall be adjusted equitably.

## ARTICLE SIX

### Utilities

Lessee shall, during the term hereof, pay all charges for telephone, gas, electricity and water used in or on the leased premises and for the removal of rubbish therefrom

before they shall become delinquent and shall hold Lessor harmless from any liability therefor.

## ARTICLE SEVEN

### Waste and Nuisance

Lessee shall not commit or suffer to be committed any waste on the leased premises, nor shall Lessee maintain, commit or permit the maintenance or commission of any nuisance on the leased premises or use the leased premises for any unlawful purpose.

## ARTICLE EIGHT

### Alterations, Improvements and Fixtures

Lessee shall have the right to improve, add to or alter the leased premises and to install fixtures thereon with Lessor's prior written consent; provided, however, that they shall not remove any such improvements, additions, alterations or fixtures without the prior written consent of Lessor; and provided further that on the expiration or sooner termination of this Agreement, all improvements, including fixtures, and any additions, alterations or repairs to the leased premises placed on or made to the leased premises by Lessee during the term hereof shall revert to and become the absolute property of Lessor, free and clear of any and all claims against them by Lessee or any third persons, and Lessee hereby agrees to hold Lessor harmless from any claims that might be made against such improvements by any third persons.

## ARTICLE NINE

### Lessor's Covenant

Lessor shall, on the commencement date of the term of this Agreement, as hereinabove set forth, place Lessee in quiet possession of the leased premises and shall secure them in the quiet possession thereof against all persons lawfully claiming the same during the entire term of this Agreement and any extensions hereof.

## ARTICLE TEN

### Default by Lessee

If Lessee shall allow the Lease Payments to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Agreement for a period of ten (10) days after written notice from Lessor, or should any other person other than Lessee secure possession of the premises, or any part thereof, by reason of any receivership, bankruptcy proceedings or other operation of law in any

manner whatsoever, Lessor may at its option, with notice to Lessee, terminate this Agreement, or in the alternative, Lessor may re-enter and take possession of the leased premises and remove all persons and property therefrom, without being deemed guilty of any manner of trespass, and relet the leased premises or any part thereof for all or any portion of the remainder of the term hereof to a party satisfactory to Lessor, and at such monthly Lease Payments as Lessor may, with reasonable diligence, be able to secure. Lessee, upon default, shall not be liable for any amounts other than any unpaid Lease Payments, plus any and all damage of any kind and type whatsoever to the leased premises.

It is expressly agreed that in the event of default by Lessee hereunder, Lessor shall have a lien upon all goods, chattels or other personal property of any description not exempt by statute and belonging to Lessee which are placed in or become a part of the leased premises, as security for Lease Payments due and any and all damage of any kind whatsoever to the leased premises. This lien shall not be in lieu of or in any way affect the statutory Lessor's lien given by law, but shall be cumulative thereto; and Lessee hereby grants to Lessor a security interest in all such non-exempt personal property placed in said leased premises for such purposes. This shall not prevent the sale by Lessee of any merchandise in the ordinary course of business free of such lien to Lessor. In the event Lessor exercises the option to terminate the leasehold, re-enter and relet the premises as provided in the preceding paragraph, then Lessor after giving Lessee reasonable notice of the intent to take possession and giving opportunity to Lessee for a hearing thereon, may take possession of all of Lessee's non-exempt property on the leased premises and sell the same at public or private sale after giving Lessee reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made for cash or on credit, or for such prices and terms as Lessor deems best, with or without having the property present at such sale. The proceeds of such sale shall be applied first to the necessary and proper expense of removing, storing and selling such property, then to the payment of any Lease Payments due and any damage or waste of any type whatsoever to the leased premises, with the balance, if any, to be paid to Lessee.

All rights and remedies of Lessor under this Agreement shall be cumulative and none shall exclude any other right or remedy at law. Such rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefor arises.

## ARTICLE ELEVEN

### Default by Lessor

If Lessor defaults in the performance of any term, covenant or condition required to be performed by it under this Agreement, Lessee may elect to terminate this Agreement upon giving at least thirty (30) days notice to Lessor of such intention, thereby terminating this Agreement on the date designated in such notice, unless Lessor shall have cured such

default prior to the expiration of such thirty (30) day period. In the event that the Agreement is terminated by default of Lessor, the deposit shall be refunded.

## ARTICLE TWELVE

### Assignment and Sublease

Lessee shall not assign this Agreement nor sublet all or any portion of the leased premises without the prior written consent of Lessor, which consent shall not be withheld unreasonably.

## ARTICLE THIRTEEN

### Parties Bound

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

## ARTICLE FOURTEEN

### Applicable Law

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

## ARTICLE FIFTEEN

### Legal Construction

In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

## ARTICLE SIXTEEN

### Prior Agreements Superseded

This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings, written or oral, between the parties respecting the within subject matter.

## ARTICLE SEVENTEEN

### Miscellaneous

A. No amendment, modification or alteration of the terms hereof shall be binding unless the same shall be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

B. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

C. No waiver by the parties hereto of any default or any breach of any term, condition or covenant of this Agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained herein.

D. In the event Lessor or Lessee breaches any of the terms of this Agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder, and prevails, then the defaulting party agrees to pay the prevailing party reasonable attorney's fees so incurred.

E. Time is of the essence in this Agreement in regard to any default or performance of any term or condition.

F. Neither Lessor nor Lessee shall be required to perform any term, condition or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riots, floods and any other cause not reasonably within the control of the Lessor and Lessee and which by the exercise of due diligence, Lessor and Lessee are unable, wholly or in part, to prevent or overcome.

G. Signs: Lessee shall not post or paint any signs at, on or about the leased premises or paint the exterior walls of the building except with the prior written consent of the Lessor. Lessor shall have the right to remove any sign or signs in order to maintain the leased premises or to make any repairs or alterations thereto.

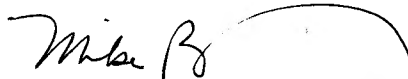
## ARTICLE EIGHTEEN

### Other Default

The non-performance of any condition or covenant under this Agreement shall be considered a material default. Upon the breach of any condition or covenant, the non-breaching party shall give written notice of the breach. If the breach is not cured within ten (10) days, the non-breaching party may exercise any rights they may have at law or under this Agreement.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto executed this Agreement as of the date and year first above written.

LESSEE:



Jon Michael Badgwell, M.D.  
4607 8<sup>th</sup> Street, Lubbock, TX 79416



Lynn Badgwell  
4607 8<sup>th</sup> Street, Lubbock, TX 79416

LESSOR:



Cathy Schlegel

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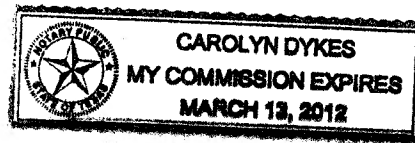
525 Carroll St 76102  
817. 348.9290

Between 5<sup>th</sup> & Merriam

STATE OF TEXAS )  
 )  
COUNTY OF LUBBOCK )

This instrument was acknowledged before me on this 24<sup>th</sup> day of April, 2009, by Jon Michael Badgwell, M.D.

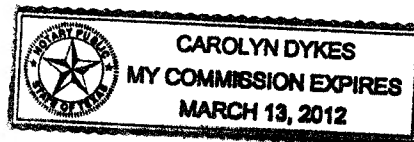
Carolyn Dykes  
NOTARY PUBLIC, STATE OF TEXAS



STATE OF TEXAS )  
 )  
COUNTY OF LUBBOCK )

This instrument was acknowledged before me on this 24<sup>th</sup> day of April, 2009, by Lynn Badgwell.

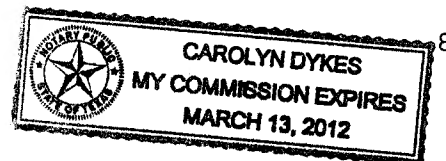
Carolyn Dykes  
NOTARY PUBLIC, STATE OF TEXAS



STATE OF TEXAS )  
 )  
COUNTY OF TARRANT )

This instrument was acknowledged before me on this 24<sup>th</sup> day of April, 2009, by Cathy Schlegel.

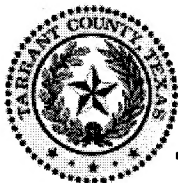
Carolyn Dykes  
NOTARY PUBLIC, STATE OF TEXAS





SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

LYNN BADGWELL  
2719 GREENE AVE  
FT WORTH, TX 76109

Submitter: LYNN BADGWELL

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 12/1/2009 4:10 PM

Instrument #: D209314324

LSE

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PGS

\$44.00

By: \_\_\_\_\_

*Suzanne Henderson*

D209314324

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: VMMASSINGILL